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OF
DEPARTMENT OF PUBLIC WORKS
CONNECTICUT ENVIRONMENTAL POLICY ACT (CEPA) PROCEDURE MANUAL

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I. CONNECTICUT ENVIRONMENTAL POLICY ACT

CONNECTICUT ENVIRONMENTAL POLICY ACT

Sections 22a-1 through 22a-1h of the Connecticut General Statutes

Sec. 22a-1. Policy of the state

The general assembly finds that the growing population and expanding economy of the state have had a profound impact on the life-sustaining natural environment. The air, water, land and other natural resources, taken for granted since the settlement of the state, are now recognized as finite and precious. It is now understood that human activity must be guided by and in harmony with the system of relationships among the elements of nature. Therefore the general assembly hereby declares that the policy of the state of Connecticut is to conserve, improve and protect its natural resources and environment and to control air, land and water pollution in order to enhance the health, safety and welfare of the people of the state. It shall further be the policy of the state to improve and coordinate the environmental plans, functions, powers and programs of the state, in cooperation with the federal government, regions, local governments, other public and private organizations and concerned individuals, and to manage the basic resources of air, land and water to the end that the state may fulfill its responsibility as trustee of the environment for the present and future generations.

Sec. 22a-1a. Declaration of policy: Coordination of state plans and programs

(a) In furtherance of and pursuant to sections 22a-1 and 22a-15, the general assembly, recognizing the profound impact of man's activity on the interrelations of all components of the natural environment, particularly the profound influence of population growth, high-density urbanization, industrial expansion, resource exploitation, and new and expanding technological advances, and recognizing further the critical importance of restoring and maintaining environmental quality to the overall welfare and development of man, declares that it is the continuing policy of the state government, in cooperation with federal and local governments, and other concerned public and private organizations, to use all practicable means and measures, including financial and technical assistance, in a manner calculated to foster and promote the general welfare, to create and maintain conditions under which man and nature can exist in productive harmony, and fulfill the social, economic, and other requirements of present and future generations of Connecticut residents.

(b) In order to carry out the policy set forth in sections 22a-1a to 22a-1f, inclusive, it is the continuing responsibility of the state government to use all practicable means, consistent with other essential considerations of state policy, to improve and coordinate state plans, functions, programs, and resources to the end that the state may: (1) Fulfill the responsibility of each generation as trustee of the environment for succeeding generations; (2) assure for all residents of the state safe, healthful, productive, and esthetically and culturally pleasing surroundings; (3) attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences; (4) preserve important historic, cultural, and natural aspects of our Connecticut heritage, and maintain, wherever possible, an environment which supports diversity and variety of individual choice; (5) achieve an ecological balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; (6) enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources; and (7) practice conservation in the use of energy, maximize the use of energy efficient systems and minimize the environmental impact of energy production and use.

Sec. 22a-1b. Evaluation by state agencies of actions affecting the environment

The general assembly directs that, to the fullest extent possible:

(a) Each state department, institution or agency shall review its policies and practices to insure that they are consistent with the state's environmental policy as set forth in sections 22a-1 and 22a-1a.

(b) Each state department, institution or agency responsible for the primary recommendation or initiation of actions which may significantly affect the environment shall in the case of each such proposed action make a detailed written evaluation of its environmental impact before deciding whether to undertake or approve such action. All such environmental impact evaluations shall be detailed statements setting forth the following: (1) A description of the proposed action; (2) the environmental consequences of the proposed action, including direct and indirect effects which might result during and subsequent to the proposed action; (3) any adverse environmental effects which cannot be avoided and irreversible and irretrievable commitments of resources should the proposal be implemented; (4) alternatives to the proposed action, including the alternative of not proceeding with the proposed action; (5) mitigation measures proposed to minimize environmental impacts; (6) an analysis of the short term and long term economic, social and environmental costs and benefits of the proposed action; (7) the effect of the proposed action on the use and conservation of energy resources; and (8) a description of the effects of the proposed action on sacred sites or archaeological sites of state or national importance. In the case of an action which affects existing housing, the evaluation shall also contain a detailed statement analyzing (A) housing consequences of the proposed action, including direct and indirect effects which might result during and subsequent to the proposed action by income group as defined in section 8-37aa and by race and (B) the consistency of the housing consequences with the state housing advisory plan adopted under section 8-37t. As used in this section, "sacred sites" and "archaeological sites" shall have the same meaning as in section 10-381.

Sec. 22a-1c. Actions affecting environment defined

Actions which may significantly affect the environment are defined for the purposes of section 22a-1b as individual activities or a sequence of planned activities proposed to be undertaken by state departments, institutions or agencies, or funded in whole or in part by the state, which could have a major impact on the state's land, water, air, historic structures and landmarks as defined in section 10-321a, existing housing, or other environmental resources, or could serve short term to the disadvantage of long term environmental goals. For the purposes of section 22a-1b, actions shall include but not be limited to new projects and programs of state agencies and new projects supported by state contracts and grants, but shall not include (1) emergency measures undertaken in response to an immediate threat to public health or safety; or (2) activities in which state agency participation is ministerial in nature, involving no exercise of discretion on the part of the state department, institution or agency.

Sec. 22a-1d. Review of evaluations. Notification to municipalities and agencies

(a) Evaluations required by sections 22a-1a to 22a-1f, inclusive, and a summary thereof, including any negative findings, and environmental statements otherwise required and prepared subsequent to July 8, 1975, shall be submitted for comment and review to the Council on Environmental Quality, the department of environmental protection, the Connecticut Historical Commission, the department of housing in the case of a proposed action that affects existing housing, and other appropriate agencies, and to the town clerk of each municipality affected thereby, and shall be made available to the public for inspection and comment at the same time. The department, institution or agency responsible for preparing an evaluation shall publish forthwith a notice of the availability of such evaluation and summary in a newspaper of general circulation in the municipality at least once a week for three consecutive weeks and in the Connecticut Law Journal. The department, institution, or agency preparing an evaluation required by section 22a-1b or finding that proposed action shall have no significant environmental impact, shall hold a public hearing on the evaluation or finding that proposed action shall have no significant environmental impact if twenty-five persons or an association having not less than twenty-five persons requests such a hearing within ten days of the publication of the notice in the Connecticut Law Journal.

(b) All comments received by the agency, department or institution preparing the evaluation shall be forwarded to the secretary of the office of policy and management.

(c) All comments so forwarded to the secretary of the office of policy and management shall be available for public inspection.

Sec. 22a-1e. Review and determination by office of policy and management

The office of policy and management shall review all such evaluations and statements, together with the comments thereon, and shall make a written determination as to whether such evaluation satisfies the requirements of this part and regulations adopted pursuant thereto, which determination shall be made public and forwarded to the agency, department or institution preparing such evaluation. Such determination may require the revision of any evaluation found to be inadequate. Any member of the office of policy and management which has prepared an evaluation and submitted it for review shall not participate in the decision of the office on such evaluation. The agency, department or institution preparing the evaluation shall take into account all public and agency comments when making its final decision on the proposed action.

Sec. 22a-1f. Exceptions

(a) Evaluations required by section 22a-1b need not be prepared for projects for which environmental statements have previously been prepared pursuant to other state or federal laws or regulations, provided all such statements shall be considered and reviewed as if they were prepared under sections 22a-1a to 22a-1f, inclusive.

(b) Evaluations required by section 22a-1b shall not be required for an emergency correctional facility project, as defined in subsection (d) of section 4b-55 or a project as defined in subdivision (15) of section 3 of public act 95-230 which involves the conversion of an existing structure for educational rather than office or commercial use.

(c) A constituent unit of the state system of higher education may provide for the evaluations required pursuant to section 22a-1b for any priority higher education facility project, as defined in subsection (f) of section 4b-55 or for any higher education project involving an expenditure of not more than two million dollars, by (1) reviewing and filing the evaluation for such project with the office of policy and management for its review pursuant to section 22a-1e, or (2) including such project in a cumulative environmental assessment approved by the office of policy and management.

Sec. 22a-1g. Regulations

Within six months of October 1, 1977, the commissioner of environmental protection shall adopt regulations to implement the provisions of sections 22a-1a to 22a-1f, inclusive. Such regulations shall include: (1) Specific criteria for determining whether or not a proposed action may significantly affect the environment; (2) provision for enumerating actions or classes of actions which are subject to the requirements of this part; (3) guidelines for the preparation of environmental impact evaluations, including the content, scope and form of the evaluations and the environmental, social and economic factors to be considered in such evaluations and (4) procedures for timely and thorough state agency and public review and comment on all environmental impact evaluations required by this part and for such other matters as may be needed to assure effective public participation and efficient implementations of this part.

Sec. 22a-1h. Environmental impact evaluations

Until the adoption of regulations in accordance with the provisions of section 22a-1g, each state agency, department and institution shall prepare environmental impact evaluations in accordance with sections 22a-1b, 22a-1c and 22a-1d.

II. DEPARTMENT OF ENVIRONMENTAL PROTECTION CEPA REGULATIONS

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CEPA Regulations

Last modified: September 06, 2001

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONNECTICUT ENVIRONMENTAL POLICY ACT

REGULATIONS

The regulations of Connecticut state Agencies are amended by adding sections 22a-1a-1 to 22a-1a-12, inclusive, as follows:

Sec. 22a-1a-1. Definitions

As used in Secs. 22a-1a-1 through 22a-1a-12, inclusive:

1. **Act** means Secs. 22a-1 to 22a-1f of the Connecticut General Statutes.
2. **Action** means an individual activity or a sequence of planned activities initiated or proposed to be undertaken by an agency or agencies, or funded in whole or in part by the state. Actions include, but are not limited to, capital improvements, alterations, repairs, or additions to the real property of the state; acquisition of real property for the purpose of capital improvements; lease/purchase agreements; grants-in-aid or financial assistance for housing, business, industry, restoration or demonstration projects; or other proposed activity for which an agency exercises judgment or discretion as to the propriety of that action.
3. **Environment** means the physical, biological, social, and economic surroundings and conditions which exist within an area which may be affected by a proposed action including land, air, water, minerals, flora, fauna, noise, objects of historic or aesthetic significance and community or neighborhood characteristics.
4. **Environmental Assessment** means a process to determine if a proposed action listed under Section 22a-1a-4(b)(2) may have a significant impact on the environment.
5. **Environmental Classification Document** means a document used by a

sponsoring agency in conjunction with these regulations to determine which of its actions may have significant impacts.

6. Environmental Impact Evaluation means a detailed written document concerning the environmental impacts of a proposed action.

7. Finding of No Significant Impact means a written document concerning the environmental impacts of a proposed action listed in an environmental classification document which would not have a significant environmental impact.

8. Sponsoring Agency means an agency responsible for the preparation of environmental classification documents, environmental impact evaluations, and findings of no significant impact.

Sec. 22a-1a-2. Determination of sponsoring agency

(a) Each agency responsible for the primary recommendation or initiation of actions is considered a sponsoring agency for the purpose of preparing environmental classification documents, environmental impact evaluations, and findings of no significant impact. When more than one agency is involved in the primary recommendation or initiation of an action, one of those agencies shall act as the sponsoring agency. The participating agency which is determined not to be the sponsoring agency shall share the responsibility for the scope and content of documents prepared pursuant to these regulations.

(b) The determination of sponsoring agency shall be based on:

1. Magnitude of agency's involvement;
2. Activity approval/disapproval authority;
3. Expertise concerning the action's environmental effects;
4. Duration of agency's involvement;
5. Sequence of agency's involvement.

(c) The sponsoring agency may delegate the task of preparing environmental impact evaluations and findings of no significant impact. When such a document is prepared under contract for the sponsoring agency, the contractor shall execute a disclosure statement specifying that it has no financial interest in the outcome of the action. If an environmental document is prepared by contract, the sponsoring agency and other participating agencies shall furnish guidance and participate in the preparation and shall independently evaluate the document prior to its general circulation.

Sec. 22a-1a-3. Determination of environmental significance

Significant effect means substantial adverse impact on the environment. The significance of a likely consequence should be assessed in connection with its setting, its probability of occurring, its duration, its irreversibility, its controllability, its geographic scope, and its magnitude. The following factors shall be considered by agencies in preparation of environmental classification documents and in determining whether a proposed action may be expected to have a significant environmental effect.

(a) **Direct and indirect effects.** Direct effects are the primary environmental consequences which would result from the implementation of a proposed action. Indirect effects are the secondary consequences on local or regional social, economic or natural conditions or resources which could result from additional activities (associated investments and changed patterns of social and economic activities) induced or stimulated by the proposed action, both in the short-term and in the long-term. For the purposes of determining environmental significance, direct and indirect effects on the environment shall be considered, including but not limited to the following potential or actual consequences:

- (1) Impact on air and water quality or on ambient noise levels;
- (2) Impact on a public water supply system or serious effects on groundwater, flooding, erosion or sedimentation;
- (3) Effect on natural land resources and formations, including coastal and inland wetlands, and the maintenance of in-stream flows;
- (4) Disruption or alteration of an historic, archeological, cultural, or recreational building, object, district, site or its surroundings;
- (5) Effect on natural communities and upon critical species of animal or plant and their habitats; interference with the movement of any resident or migratory fish or wildlife species;
- (6) Use of pesticides, toxic or hazardous materials or any other substance in such quantities as to create extensive detrimental environmental impact;
- (7) Substantial aesthetic or visual effects;
- (8) Inconsistency with the written and/or mapped policies of the Statewide Plan of Conservation and Development and such other plans and policies developed or coordinated by the Office of Policy and Management or other agency;

- (9) Disruption or division of an established community or inconsistency with adopted municipal and regional plans;
- (10) Displacement or addition of substantial numbers of people;
- (11) Substantial increase in congestion (traffic, recreational, other);
- (12) A substantial increase in the type or rate of energy use as a direct or indirect result of the action;
- (13) The creation of a hazard to human health or safety;
- (14) Any other substantial impact on natural, cultural, recreational or scenic resources.

(b) **Cumulative Impacts.** Cumulative impacts are the impacts on the environment which result from the incremental impact of the action when added to other past, present or reasonably foreseeable future actions to be undertaken by the sponsoring agency. For the purposes of these regulations, cumulative impacts include the incremental effects of similar actions with similar environmental impacts and the incremental effects of a sequence of actions undertaken pursuant to an ongoing agency program which may have a significant environmental impact, whereas the individual component actions would not.

Sec. 22a-1a-4. Environmental classification documents

- (a) Each sponsoring agency shall prepare an environmental classification document.
- (b) The agency environmental classification document shall include:
 - (1) A list of typical agency actions which may have significant impacts on the state's land, water, air or other environmental resources, or which could serve short-term to the disadvantage of long-term environmental goals, thereby requiring the preparation of an environmental impact evaluation.
 - (2) A list of typical agency actions whose degree of impact is indeterminate, in the absence of information on the proposed location and scope of a specific action, but which could have significant environmental impacts. For each of these listed actions, when one is proposed, the sponsoring agency shall undertake an environmental assessment, using the criteria set forth in Section 22a-1a-3, to determine whether it shall prepare an environmental impact evaluation or a finding of no significant impact.
 - (3) A list of typical federal/state actions for which environmental impact

statements are prepared pursuant to the National Environmental Policy Act, and for which the agency is the cognizant or sponsoring agency in the state.

Sec. 22a-1a-5. Review of agency environmental classification documents

- (a) Each sponsoring agency shall file its environmental classification document with the Office of Policy and Management not later than sixty (60) days after the effective date of these regulations.
- (b) Each environmental classification document shall be made available to the Department of Environmental Protection, the Council on Environmental Quality, and other appropriate governmental agencies as determined by the sponsoring agency. The sponsoring agency shall also make it available to interested persons.
- (c) The sponsoring agency shall publish a notice of the availability of its environmental classification document in the Connecticut Law Journal and such other newspapers, journals, and periodicals as it deems adequate to insure adequate public notice.
- (d) Any person may comment, in writing, on any environmental classification document within forty-five (45) days of the date of its availability. All comments should be forwarded to the Office of Policy and Management, which shall distribute them to the Department of Environmental Protection, the Council on Environmental Quality, and the sponsoring agency.
- (e) The Office of Policy and Management, following consultation with the Department of Environmental Protection, the Council on Environmental Quality and the sponsoring agency shall approve each environmental classification document, or disapprove it with recommendations for change. Upon approval, each environmental classification document shall be filed with the Office of Policy and Management and shall be the basic criterion for the agency's determination whether or not to prepare an environmental study.

Sec. 22a-1a-6. Revision of environmental classification documents

Each environmental classification document shall be amended by the sponsoring agency to reflect significant changes in the agency's programs or operations. Each sponsoring agency shall review and revise as necessary its environmental classification document at least every two years following initial approval by the Office of Policy and Management.

Sec. 22a-1a-7. Environmental impact evaluations

(a) Environmental impact evaluations shall be prepared for those proposed actions listed in an environmental classification document which may have significant environmental impacts. They shall provide full and fair discussions of environmental impacts, inform decision makers and the public of all reasonable alternatives, and compare the impacts of the alternatives on the environment.

(b) An environmental impact evaluation shall be prepared as close as possible to the time an agency proposes an action. The evaluation shall be prepared early enough so that it can practically serve as an important contribution to the decision-making process and shall not be used to rationalize or justify decisions already made. Preparation of an environmental impact evaluation shall not prevent an agency from conducting contemporaneous engineering, economic, feasibility and other studies which do not otherwise commit the agency to commence or engage in such action or limit the choice of reasonable alternatives.

(c) The sponsoring agency shall conduct an early and open process for determining the scope of issues to be addressed in an environmental impact evaluation. Through the process, the sponsoring agency shall identify the significant issues to be analyzed in detail, and eliminate from detailed study the issues which are not significant or which have been covered by prior environmental review. The agency shall invite the participation of federal, state and local agencies with special expertise or jurisdiction by law with respect to any relevant environmental impact, and other interested or affected persons. Such consultation may be integrated with any other early planning meetings or early participatory process the agency has.

(d) If an agency is proposing an action which is an interdependent part of a sequence of planned activities which may have a significant environmental impact and depends on the entire sequence for its justification, or which is part of a program of similar activities, the cumulative impact of which may have a significant environmental impact, a single environmental impact evaluation shall be prepared for that sequence or program. Such an environmental impact evaluation shall cover future component actions of a program or sequence of activities provided that there is no substantive change in the action's environmental setting, environmental impacts or alternatives which would merit a revision to the environmental impact evaluation. Subsequent environmental impact evaluations shall be prepared by the sponsoring agency when such actions have environmental impacts not adequately discussed in the initial evaluation.

(e) An environmental impact evaluation shall be clear, concise, and to the point, and written in plain language so that it may be understood by the general public. Impacts shall be discussed in proportion to their significance and the magnitude of the action.

(f) Environmental impact evaluations shall be prepared in a manner which will encourage clear presentation and independent evaluation of the proposed action and reasonable alternatives to it. Summary technical data, maps and diagrams should be presented as to be understandable to the general public. An agency may incorporate material by reference into an environmental impact evaluation when to do so will cut down on bulk without impeding agency and public review of the action. Appendices and referenced documents shall be reasonably available for review, except those materials based on proprietary data.

(g) The environmental impact evaluation shall include:

(1) A brief summary which adequately and accurately summarizes the focus and conclusions of the evaluation. The summary shall include the appropriate agency contact person and an environmental impact evaluation distribution list.

(2) A description of the proposed action, a statement of its purpose and need and a justification for the action. Major assumptions concerning growth and population used to justify the action shall be clearly identified. The location and boundaries of the proposed action, if applicable, shall be indicated on a map of appropriate scale.

(3) A description of the environment of the area which would be affected by the proposed action, as it currently exists prior to commencement of the action. This description shall include the cultural, economic, recreational and ecological characteristics and activities, both in the immediate location of the proposed action and areas that would be affected by the action.

(4) A description and analysis of the reasonable alternatives to the proposed action, particularly those which might enhance environmental quality or avoid some or all of the adverse environmental effects. This discussion shall include but not be limited to alternatives such as taking no action or substituting an action of a significantly different nature which would provide similar benefits with different environmental impacts.

(5) A list of the necessary licenses, permits, certifications or other approvals required to implement the action from government agencies, boards or commissions having relevant regulatory jurisdiction.

(6) A discussion of the potential environmental impact of the proposed action. This discussion shall include:

(A) Direct environmental effects. The primary consequences for the environment during and subsequent to the activity as set forth in Section 22a-1a-3 with emphasis on the most significant effects.

(B) Indirect environmental effects. The secondary consequences for the

environment as set forth in Section 22a-1a-3 which result from changes in the pattern of land use, population density, and related effects on air and water or other natural resources.

(C) The relationship of the proposed action to approved land use plans, policies and controls for the affected areas.

(D) Any probable adverse environmental effects which could not be avoided if the proposed action were implemented.

(E) Any irreversible and irretrievable commitments of resources which would occur should the proposed action be implemented. Resources means materials devoted to the proposed action and the natural and cultural resources that would be committed to loss or destruction by the action.

(F) Mitigation measures to the proposed action including: limiting the degree or magnitude of the action; rectifying by repairing, rehabilitation or restoring the impacted environment; reducing or eliminating the impact over time by preservation and maintenance operations; compensating for the impact by replacing or providing substitute resources or environments.

(G) The effects of the proposed activity on energy consumption and energy conservation.

(H) An analysis of the short-term and long-term economic, social and environmental costs and benefits of the proposed action. A comparison of benefits and costs shall be made for reasonable alternatives. The comparative analysis shall explicitly state and evaluate nonquantifiable benefits and costs as well as quantitative benefits and costs.

Sec. 22a-1a-8. Notice, distribution, and review of environmental impact evaluations

(a) The sponsoring agency shall publish notice of the availability of environmental impact evaluations in accordance with Section 22a-1(d) of the Act and shall utilize such other newspapers, journals and periodicals as it deems necessary to insure adequate public notice.

(b) The sponsoring agency shall distribute environmental impact evaluations in accordance with Section 22a-1(d) of the Act. In addition, the sponsoring agency shall distribute environmental impact evaluations to persons who have demonstrated an interest or concern in the proposed action, and other persons it deems necessary to insure effective public participation.

(c) Any person may comment, in writing, on an environmental impact evaluation. The initiating agency shall provide a time period of not less than forty-five (45) days for review and comment. If the proposed action is of

unusual scope or complexity, the review period may be extended to sixty (60) days.

Sec. 22a-1a-9. Determination of adequacy

(a) A sponsoring agency shall review all comments submitted on an environmental impact evaluation and any other pertinent information it obtains following circulation of an environmental impact evaluation, and conduct further environmental study and analysis or amend the evaluation if it determines appropriate. In all cases, the sponsoring agency shall prepare responses to the substantive issues raised in review of the environmental impact evaluation, and shall forward such responses, as well as any supplemental materials or amendments and all comments received on the evaluation to the Office of Policy and Management.

(b) The sponsoring agency shall prepare a concise public record of decision, taking into consideration its findings in the environmental impact evaluation, and comments received on that evaluation which it shall forward to the Office of Policy and Management. The record of decision shall state:

(1) The agency's decision relative to proceeding with the proposed action.

(2) Whether all practicable means to avoid or minimize environmental harm have been adopted, and if not, why they were not.

(c) To insure the sponsoring agency has complied with the procedural requirements of the Act and these regulations, it shall forward to the Office of Policy and Management;

(1) Copies of required notices and other advertisements of the availability of an environmental impact evaluation;

(2) A brief summary of the public hearing record, in those cases when one is conducted in accordance with Section 22a-1a-11;

(3) A brief summary of consultation with agencies and other persons prior to and during the preparation of the environmental impact evaluation as required by Section 22a-1a-7(b).

(d) The Office of Policy and Management shall make a determination as to the adequacy of an environmental impact evaluation in accordance with Section 22a-1(e) of the Act. If the Office of Policy and Management determines that the environmental impact evaluation is inadequate it shall make such determination specifying the areas of inadequacy with reference to the Act and these regulations.

Sec. 22a-1a-10. Finding of no significant impact

(a) If an agency, in the course of an environmental assessment, finds that a proposed action listed in its environmental classification document would not have a significant environmental impact, it shall prepare a finding of no significant impact.

(b) The finding of no significant impact shall include:

(1) A description of the proposed action;

(2) A description of the environment of the area which would be affected by the proposed action, as it currently exists;

(3) The probable impact of the proposed action on the environment, including both primary and secondary effects.

In the finding of no significant impact, the agency shall include information in reasonable detail to support its belief that the environmental impact which would ensue from the proposed action would not be significant.

(c) The finding of no significant impact shall be submitted by the sponsoring agency to the Office of Policy and Management, the Department of Environmental Protection, the Council on Environmental Quality, and other appropriate agencies as determined by the sponsoring agency. It shall also be submitted to the town clerk of each municipality affected by the action, and shall be made available to any interested persons.

(d) Any agency or person may comment, in writing, on a finding of no significant impact within thirty (30) days of the date of its availability. All comments shall be sent to the sponsoring agency, which shall forward them to the Office of Policy and Management.

(e) If no dissenting comments regarding the environmental significance of the proposed action are filed during the comment period, the sponsoring agency may proceed with implementation of the action following notification to the Office of Policy and Management. If one or more dissenting comments are filed during the comment period, the Office of Policy and Management shall recommend, following consultation with the Department of Environmental Protection, the Council on Environmental Quality, and the sponsoring agency, within fifteen (15) days following the end of the comment period, whether an environmental impact evaluation should be prepared for the proposed action. If the Office of Policy and Management determines that a finding of no significant impact is appropriate, the agency may proceed with implementation of the action. If the Office of Policy and Management determines that an environmental impact evaluation is appropriate, one shall be prepared, considered and reviewed in accordance with these regulations.

Sec. 22a-1a-11. Public hearings

Public hearings held pursuant to the Act should be conducted, by the sponsoring agency, no sooner than thirty (30) days following the date of availability of an environmental impact evaluation. Public hearings held pursuant to other statutes on proposed actions shall be considered to fulfill the requirements of the Act provided:

- (1) Notification of the hearing states the hearing is being held in accordance with the Act and;
- (2) The environmental impact evaluation has been in public circulation for at least thirty (30) days prior to the date of the hearing.

The sponsoring agency shall consider all oral and written comments received at that public hearing in making a final decision on the proposed action.

Sec. 22a-1a-12. Application of these regulations to federal/state actions

Environmental impact statements prepared for federal/state actions may be submitted in lieu of environmental impact evaluations required by these regulations, in order to avoid unnecessary duplication of effort. Such federally required environmental impact statements shall be circulated for review and comment in accordance with Section 22a-1a-8 of these regulations, and shall be considered by the Office of Policy and Management in accordance with Section 22a-1a-9 of these regulations.

Statement of Purpose: To provide specific criteria for determining which state actions require environmental impact evaluations under the Connecticut Environmental Policy Act; a procedure for enumerating classes of actions subject to the requirements of the Act; guidelines for the preparation of environmental impact evaluations; procedures for review and comment on environmental impact evaluations; and procedures for effective public participation and effective implementation of the Act.

For Further Information, Contact:

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III. ENVIRONMENTAL CLASSIFICATION DOCUMENT
OF CERTAIN CONNECTICUT STATE AGENCIES

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Environmental Classification Document

Last modified: September 06, 2001

Generic (agencies other than DOT, DPH, DEP, & DECD)

Environmental Classification
Document of
Certain State Agencies
Prepared Pursuant to Section 22a-1a-4
of the Regulations of Connecticut State
Agencies

1993 Revision

I. Typical actions for which environmental impact evaluations will always be prepared:

None.

II. Typical actions whose degree of impact is indeterminate but that could have significant environmental impacts. For each of these actions, when one is proposed, an environmental assessment shall be undertaken to determine whether an environmental impact evaluation or a finding of no significant impact shall be prepared:

a. Construction of, addition to or major alteration involving a change in use of a State leased/purchased or owned facility involving 100,000 sq. ft. of floor space if the facility is located in an urban center or urban conservation area and does not encroach upon any existing preserved open space, preservation area or conservation area as defined by the locational guide map and definitional criteria of the Conservation and Development Policies Plan for Connecticut, or 25,000 sq. ft. or more of floor space if the facility is located outside such areas. A facility is defined as one or more concurrently planned or envisioned

structures on a site, the sum total of which would equal or exceed the applicable figure for the given location.

b. Construction of new paved roads or lane additions to existing roads at any state facility, the cost of which would equal or exceed \$500,000.

c. Construction of new State leased/purchased or owned parking lots, garages, or additions thereto, that provide for a capacity of 200 vehicles or more.

d. Construction of new State-owned dams or dam changes resulting in a permanent change in water level.

e. Construction of new or expanded sewage treatment plants, hazardous waste or low level radioactive disposal facilities and coal fired heating plants at State facilities.

f. Demolition or major alteration of any building, structure, or site listed on the State Register of Historic Places unless certification is obtained from the State Historical Commission that there will be either no significant adverse historical impact or no feasible or prudent alternative to the proposed action.

g. Any other action that may significantly affect the environment in an adverse manner. The significance of a likely consequence should be assessed by the agency in connection with its setting, its probability of occurring, its duration, its irreversibility, its controllability, its geographic scope and its magnitude.

Actions that have no environmental impact and for which environmental assessments are not required, except as noted in f above, include repairs and renovations of state facilities, replacements of a structure's architectural features, interior construction and/or renovations, additions and/or renovations to lighting, fire alarm, heating/cooling and mechanical systems, roof repairs, chimney repairs, etc.

III. Any and all joint federal/state actions for which environmental impact documents are prepared pursuant to the National Environmental Policy Act shall be recognized as meeting CEPA requirements provided that such environmental impact documents are circulated in accordance with CEPA regulations.

For Further Information, Contact:

Jeff Smith, (860) 418-6395 ; Jeff.Smith@po.state.ct.us
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IV. GUIDELINES FOR AN EARLY NOTIFICATION & SCOPING PROCESS UNDER CEPA

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Last modified: September 06, 2001

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Guidelines for an Early Notification and Scoping Process Under the Connecticut Environmental Policy Act (CEPA)

1. Introduction: As a result of continuing discussions among several state agencies about possible improvements in the CEPA process, the Office of Policy and Management has established these guidelines for early notification and scoping measures for CEPA projects. Under this process an agency proposing a project can solicit comments from state agency reviewers at a very early point in project planning to help ensure that it considers relevant environmental concerns in an adequate and timely manner. These guidelines describe how the process should operate.

2. Timing and Purpose: Under the general CEPA process, the sponsoring agency identifies the need for a proposed action, and determines whether CEPA applies by consulting its Environmental Classification Document. It then proceeds with preliminary project planning, and conducts an environmental assessment to determine if an Environmental Impact Evaluation (EIE) or a Finding of No Significant Impact (FONSI) is to be prepared. It then prepares and circulates the appropriate document for review prior to making a final decision to proceed with the action.

Scoping is not a new concept under CEPA. CEPA regulations require an open, participatory process for determining the scope of issues to be addressed in an EIE (Sec. 22a-1a-7). This early notification and scoping process differs slightly in that it should occur *as soon as* the sponsoring agency has decided to propose an action that it expects to be subject to CEPA, and identified reasonable sites for it. It must take place before the agency selects the final site for the action (if siting is at issue) and the exact configuration of the action. It may take place before the agency conducts the environmental assessment, or in conjunction with that process, as long as it occurs prior to the decision to prepare an EIE or a FONSI. However, in order to provide sufficient information to reviewers about the project, the

agency must have completed enough preliminary planning to have identified the major components and parameters of the proposed action. The type of information generated through the proposed process should therefore help the agency to:

- assess feasible alternative sites and actions;
- better determine through the environmental assessment whether to prepare a FONSI or an EIE for the project;
- determine the scope of issues to be addressed in the FONSI or EIE; and,
- identify environmental factors likely to be important in subsequent project planning and design decisions.

3. The Early Notification and Scoping Process: To initiate the process, the sponsoring agency notifies state review agencies via the attached notice form that a certain action is contemplated at one or more given sites. Reviewers then comment to the sponsoring agency per the timetable established in the notice and on the nature and extent of environmental impacts that might result. Reviewers should include information about site resources or problems that are of particular interest to their agency, about any of their agency's plans that might have some bearing on the action or sites, about any permits or approvals that may be needed for the proposed action, and about any appropriate impact mitigation measures, including recommendations as to preferred alternatives. Comments should be transmitted in writing to the sponsoring agency's identified contact person, and may also be presented at a scoping meeting, as indicated below.

4. The Notice Form: While the information needed to complete the notice form is largely self-evident, the following provides guidance about specific items that may involve interpretation or decisions by the sponsoring agency.

II. Agency Contact: The person so identified must have good working knowledge of the proposed project as well as authority to speak for the agency regarding it.

III. Project Description: The description should be clear and concise. It should identify all major project components, e.g., buildings, parking lots, access roads, outdoor storage areas. The project's physical parameters should be included if they are known, e.g., square feet of building area, number of parking spaces, number of acres to be cleared. Alternative actions or project configurations that are under consideration should also be described at a comparable level of detail. Estimated costs should be included if possible. Additional sheets may be attached to provide sufficient space.

IV. Site Map: An 8 1/2" x 11" map of each site under consideration must be attached. Each map must clearly show the site boundaries and the existing roadway network in the project area at a readable scale. Land use and natural resource data are also desirable but not essential. *Unless the sponsoring agency can provide more detailed mapping, a portion of a U.S. Geological Survey quadrangle map (7.5 minute series) should be used as a base map.* USGS quadrangle maps can be obtained from DEP's Natural Resources Center, Publication Sales, 79 Elm Street, Hartford, CT 06106-5127, phone - (860) 424-3555.

VI. Distribution: The sponsoring agency is responsible for distributing the notice to the listed review agencies. Review agency contact persons who should receive the forms are listed on the last page of these guidelines. While the process is intended to provide for review by the listed agencies, the sponsoring agency may also choose to send the notice to other potentially interested or affected parties, such as the chief elected official in the affected municipality. This might be particularly appropriate if the project is likely to require an EIE, as CEPA regulations now mandate such broad participation in scoping. Likewise, the agency might notify the U.S. Army Corps of Engineers if a federal wetlands permit is likely to be needed. All such reviewers should be listed in the notice.

VII. Scoping Meeting: The purpose of a scoping meeting is to allow free discussion of the project by the sponsoring agency and reviewers. The sponsoring agency may opt to schedule such a meeting in advance if it anticipates significant reviewer interest in the project. If the sponsoring agency does not schedule such a meeting, any reviewer may request one within five (5) working days of receiving the notice. If a scoping meeting is scheduled by request, the sponsoring agency must provide advance notice of the meeting to all reviewers. In either event, the meeting should be scheduled no sooner than five (5) working days after the date of the notice.

VIII. Comment Period: The sponsoring agency must establish a closing date for the scoping process. It is suggested that a minimum of twenty (20) calendar days from the date of distribution of the notice be allowed for reviewers to respond. If a scoping meeting is held, the comment period should extend at least five (5) working days beyond the date of that meeting.

However, please note that Municipal and Business Development projects sponsored by the Department of Economic and Community Development (DECD) will not be

subject to the above timing for scoping meetings. These projects now proceed through a separate 2-stage review process that DECD hopes to combine with the scoping process to allow for reviewer participation at the most appropriate point in project planning. DECD will solicit written comments from reviewers as part of the first stage of the review process (site review) for a given project, but wishes to postpone any scoping meeting until the beginning of project planning that leads to the second stage (plan review). As in the above, DECD will notify all reviewers in advance of the meeting.

5. Use of Scoping Comments in the CEPA Process: As noted above, the sponsoring agency should use the reviewers' comments to help select a specific site or action, to help determine whether a FONSI or an EIE is appropriate, and to identify issues to be addressed therein. Any substantive issues raised in this process that pertain to sites or alternatives covered in a subsequent CEPA document must be addressed in that document. While some comments, e.g., those relating to rejected alternatives, may not be particularly relevant, it is suggested that they be incorporated or summarized in, or appended to, any subsequent CEPA document for the project, to make clear the basis for the sponsoring agency's decisions.

6. Questions About the Process: Please direct any questions or comments regarding this process to:

Jeffrey Smith, Planning Specialist
Office of Policy and Management
PDPD/Physical Resources Planning
450 Capitol Ave. - MS# 52ASP
Hartford CT 06106-1308
Phone - (860) 418-6395
E-mail - Jeff.Smith@po.state.ct.us

Click for [Scoping Contacts](#) or for the [Notice of Scoping](#).

For Further Information, Contact:

Jeff Smith, (860) 418-6395 ; Jeff.Smith@po.state.ct.us
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CEPA Early Notification & Scoping Process

Review Agency Contact Persons

August 1998

Connecticut Historical Commission

Dr. David Poirer, Staff Archaeologist
59 South Prospect Street
Hartford, CT 06106

Phone (860) 566-3005

Council on Environmental Quality

Karl Wagener, Executive Director
79 Elm Street, 6th Floor
Hartford, CT 06106

Phone (860) 424-4000

e-mail:

karl.wagener@po.state.ct.us

Department of Agriculture

Joseph Dippel, Director
Farmland Preservation Unit
165 Capitol Avenue, Room 275
Hartford, CT 06106

Phone (860) 566-3227

Department of Public Health

Tom Furgalack, Director
Environmental Health Division
450 Capitol Avenue - MS#51WAT
Hartford, CT 06134-0308

Phone (860) 509-7294

Department of Public Works

John Schaefer, Env. Administrator
165 Capitol Avenue
Hartford, CT 06106

Phone (860) 566-6322

e-mail:

john.schaefer@po.state.ct.us

Department of Transportation

Edgar T. Hurle, Director
Environmental Planning
2800 Berlin Turnpike
Newington, CT 06131-7546

Phone (860) 594-2920

e-mail:
ctdeptag@po.state.ct.us

Department of Economic and Community Development

Chester Camarata, Director
 Infrastructure and Real Estate Division
 505 Hudson Street
 Hartford, CT 06106-7106

Phone (860) 270-8140

Department of Economic and Community Development

Ms. Patricia Downs, Director
 Planning and Policy Evaluation
 505 Hudson Street, 7th Floor
 Hartford, CT 06106-7106

Phone (860) 270-8160

Department of Environmental Protection

Brian Emerick, Supervising Env. Analyst
 Environmental Review Unit
 79 Elm Street
 Hartford, CT 06106

Phone (860) 424-4109

e-mail:
edgar.hurle@po.state.ct.us

Office of Policy and Management

John Radacsi, Assistant Director
 Office of Policy and Management
 PDPD/Physical Resources Planning
 450 Capitol Avenue - MS#52ASP
 Hartford, CT 06106-1308

Phone (860) 418-6373

e-mail:
john.Radacsi@po.state.ct.us

State Traffic Commission

Joseph Santaniello, Executive Director
 2800 Berlin Turnpike
 Newington, CT 06131-7546

Phone (860) 594-3020

e-mail:
joseph.santaniello@po.state.ct.us

Federal Agency Contact Persons

(Optional - to be sent when appropriate)

US Army Corps of Engineers (N.E. Div.)

William Lawless, Chief of Regulatory Division
 New England District
 U.S. Army Corps of Engineers
 696 Virginia Road
 Concord, MA 01742-2751

US EPA Region I

Elizabeth Higgins-Congram, Assistant D
 Office of Environmental Review
 JFK Federal Building, Room 2203
 Boston, MA 02203-2211

Phone (617) 565-3422

Phone (800) 343-4789

USDA Fish and Wildlife Service

Michael Barlett
400 Ralph Pill Marketplace
22 Bridge Street
Concord, NH 03301-4901

Phone (603) 225-1411

For Further Information, Contact:

Jeff Smith, (860) 418-6395 ; Jeff.Smith@po.state.ct.us
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V. SAMPLE CONTRACT

NOTE: This contract is the same as the General Environmental contract except for the title and footer. Delete this header before using this form.**

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS**

**ENVIRONMENTAL CONSULTANT'S CONTRACT FOR NEPA/CEPA ENVIRONMENTAL SERVICES
ON-CALL TASKS**

CONTRACT NUMBER:

This contract is entered into this _____ day of _____, by and between the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner of the Department of Public Works (DPW), under the provisions of Sections 4-8 and 4b-1 of the General Statutes of Connecticut, as revised, and

hereinafter called the "Consultant."

WITNESSETH

Whereas the State is desirous of having the Consultant provide environmental services for various projects throughout the State, and

Whereas the Consultant is experienced as to such work, and

Whereas the Consultant is desirous of performing such work;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

I. GENERAL

For each specific task assigned under this contract, the Consultant shall furnish a project manager, engineers, environmental specialists, and other personnel to do work when directed as hereinafter provided. For all such tasks, the Consultant agrees to follow specific provisions as may be required by the DPW and set forth in the two (2) DPW documents entitled "Consultants Procedure Manual" prepared by the State of Connecticut, Department of Public Works, and "Connecticut Environmental Policy Act (CEPA) Procedure Manual" and in the Department of Environmental Protection document entitled "Transfer Act Site Assessment Guidance Document," copies of which three (3) documents were given to the Consultant prior to this contract being entered into, and which may be modified from time to time. The relevant portions of these three (3) documents are incorporated herein by reference and made a part hereof as though fully set forth herein.

II. SCOPE OF WORK

For each task assigned under this contract, the Consultant shall perform the following services when directed in writing:

A. Environmental assessments and findings of no significant impact or environmental impact evaluations:

1. The Consultant shall undertake environmental assessments and prepare findings of no significant impact or environmental impact evaluations in accordance with Sections 22a-1a-4, 22a-1a-7, and 22a-1a-10, respectively, of the Regulations of Connecticut State Agencies.
2. The Consultant shall submit for review and approval the number of documents as specified in the task letter, as herein provided in Article III. The documents shall be twelve-point font size, Times New Roman font, letter quality type, on 8 1/2" X 11" white bond paper, with one-inch margins on both sides. Each working document and each revised working document shall be double-spaced and single sided. Each proof draft document and each draft document shall be single-spaced and double sided.
3. Upon review and approval of each working document by the State, the Consultant will be authorized by the State to prepare either a finding of no significant impact (FONSI) or an environmental impact

evaluation (EIE).

B. Transfer act site assessment:

1. The Consultant shall undertake Phase I, Phase II, and Phase III site assessments.
2. The Consultant shall submit for review and approval the number of documents as specified in the task letter, as herein provided in Article III.
3. Documents shall be twelve-point font size, Times New Roman font, letter quality type, on 8 1/2" X 11" white bond paper, with one-inch margins on both sides. Each draft document shall be double-spaced and single sided. Each final document shall be single-spaced and double sided.

C. Other environmental services:

1. The Consultant shall provide environmental services in accordance with the specific directions in the task letter. Documents to be provided shall conform to the format stated in Subsection (3) of Section B of this article.
2. The task might include but not be limited to: traffic studies, State Traffic Commission (STC) permit applications, archeological surveys, biological assessments (flora, fauna, wetland soils), site remediation plans, pollution prevention plans, regulatory compliance audits (air, water, solid waste, RCRA, health), environmental permit applications (CTDEP, ARCOE, EPA), water supply plan updates and upgrades, waste water treatment plant engineering analyses, and other environmental studies as required by the State.

D. Drawings:

Should the Consultant develop drawings for the tasks under this contract, then the Consultant shall use computer aided drafting software fully compatible with AutoCAD Release 12 or such other version as approved by the Department of Public Works in the individual task letters. After the documents to be provided are approved by the Department of Public Works, and at a time specified by the Department of Public Works, the Consultant shall submit drawings on 3 1/2 diskettes, CD ROM Disk, or DC 2000 tape backup. Upon completion of construction of the project, the Consultant shall submit revised diskette or tape backup to reflect as-built conditions. Should the work described in this subparagraph be required for a specific project, the Consultant shall be notified of such in the task letter prepared for the project, as hereinafter provided in Article III. All AutoCAD documentation related to a project shall be of a single media type. All the work called for in this paragraph shall be provided by the Consultant at no cost to the State.

III. TASK LETTER

The services specified in Article II herein shall be performed in accordance with the provisions noted in each task letter prepared by the DPW for each task. Each task letter shall detail the scope of the task and shall specify the total fixed-fee compensation, when applicable, for the aforesaid services. The compensation shall be a reasonable amount determined by the Commissioner of the DPW, hereinafter called the "Commissioner." Such letters shall be issued during the time period of the contract as set forth in Article IV and shall specify a time frame for completion of each task. Each task letter shall reference both a DPW project number and a task number specific to the task. No work shall be performed until the Consultant receives the approved task letter.

IV. TIME PERIOD

This contract shall be for a period of **twenty-four (24) months** commencing with the date this contract is approved as to form as set forth in Article XVII, subject to said period being extended for task completion and/or by the Commissioner, as hereinafter mentioned in this article. No new tasks may be assigned after the expiration of said period, but all tasks assigned during said period will be allowed to continue to completion with all the terms and conditions of this contract herein set forth remaining in full force and effect. The number of months specified in this article may be extended in writing by the Commissioner.

V. COMPENSATION

- A. The maximum total cumulative fee allowed the Consultant under this contract shall not exceed **Three Hundred Thousand Dollars (\$300,000.00)**. The Consultant shall be entitled to a payment of ten dollars

(\$10.00) at the termination of this contract if at such time the Consultant had not received any fee under this contract.

- B. When approximately 75% of the fee set forth in Section A of this article has been expended, the Consultant shall notify the DPW A/E Contracts Administrator in writing of the amount of work completed to that date under this contract. Said notification shall include an itemization of all fees that have been paid to the Consultant pursuant to the work.
- C. If for reasons of incomplete scope, complexity, etc., a fixed fee cannot be determined by the Commissioner, the State shall compensate the Consultant for services rendered under this contract on the basis of pre-approved hourly rates for the personnel assigned to perform the services. The hourly rates shall be determined in accordance with the provisions set forth in the Office of Policy and Management General Letter No. 97-1 dated November 21, 1996, which letter is incorporated herein by reference and made a part hereof as though fully set forth herein. Notwithstanding the preceding sentence, a pre-approved hourly rate shall not exceed a reasonable rate, as determined by the Commissioner, taking into consideration the skills and experience of the person providing the services. When pre-approved hourly rates are applicable, the State shall be responsible for payment for overhead and profit, as set forth in OPM General Letter 97-1. Hourly rate payments shall be made in accordance with the terms and conditions of each task letter. Monthly requests for payment shall be submitted on properly prepared invoice forms with attachments showing actual hours worked, pre-approved hourly rates applied, and any allowable additional direct costs included in the statement. The Consultant shall certify that each amount invoiced is both accurate and commensurate with the work performed for the State under this contract. The State reserves the right to periodically audit the Consultant's financial records. It is specifically understood that these hourly rate payments shall only apply for the period of time that the person is actually employed on projects assigned under this contract.
- D. The State agrees to pay the Consultant, for the services described in each task letter, the total fee set forth in the letter. It is understood that no changes or adjustments shall be made in said fee unless the scope of the work performed or to be performed by the Consultant has substantially changed as determined by the Commissioner. In addition, said fee includes all costs of living, travel, and communication, whether within or without the State of Connecticut, connected with the discharge of the Consultant's duties under this contract unless express written notification to the contrary is received from the State.
- E. No payments shall be made until the materials submitted have been reviewed and approved by the DPW.

VI. SUB-CONSULTANTS

- A. Should the Consultant require the services of registered sub-consultants at any time during the duration of this contract, their names and qualifications shall be submitted to the State. Such sub-consultants shall provide evidence of their competence by affixing their seals on any documents prepared by them or under their supervision. The Consultant shall not receive any additional payment from the State in regard to such sub-consultants unless their services relate to hourly-rate assigned work of the Consultant. In such event, the State shall reimburse the Consultant for the cost of such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- B. Should it be necessary for the Consultant to engage the services of a test boring firm for the purposes of this contract, the State shall reimburse the Consultant for the cost of such services and in addition shall also pay the Consultant ten percent (10%) of such cost, or such other percentage deemed reasonable by the Commissioner, for overhead and profit.
- C. Should the Consultant personally wish to perform the services described in Section B of this article, the Consultant shall submit to the State a written quotation of the cost of performing such services. The quotation shall not include, nor shall the Consultant be paid for, an additional percentage of the cost for overhead and profit. In addition, the Consultant shall arrange to have at least three (3) independent outside sources submit written quotations for the work directly to the State in sealed envelopes. The State shall decide whether to allow the Consultant to perform the work with the Consultant's own forces based on the Consultant's quotation, and shall notify the Consultant accordingly.

VII. CHANGES IN SCOPE OF WORK

- A. If at any time during the term of any task assigned under this contract the State should require the Consultant to make any substantial change in the size or scope of the work, including any document already approved, or upon which substantial work had been done pursuant to instruction to proceed, then, and in such event, the Consultant shall make changes as required and shall be entitled to reasonable compensation therefor. The Commissioner shall determine the amount of such compensation and the manner of payment thereof.
- B. In addition, if at any time during the duration of this contract the State should request the Consultant to reduce the scope of services originally agreed upon for any task assigned under this contract, the Consultant shall then reduce said scope of services, as requested, and the Consultant's fee for such task shall be reduced by a fair and equitable amount determined by the Commissioner.

VIII. DISCLOSURE DECLARATION

By acceptance of this contract, the Consultant hereby declares that neither the Consultant nor any of its shareholders, principals, partners, or employees, as the case may be, will have during the duration of this contract any financial interest in the outcome of any task that the Consultant is asked by the State to perform. If, at the time the Consultant is requested to perform a task, such financial interest exists, the Consultant shall immediately disqualify himself in a written notice to the Commissioner.

IX. INSURANCE

The Consultant for the duration of this contract, including any extension of the original contract term, must carry insurance to protect the interest of the State. The Consultant must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance, including environmental coverage, at not less than the minimum limits as required in this article, all at no cost to the State.

1. Statutory Workers' Compensation and Employers' Liability:

a. Workers' Compensation:	Statutory Limits
b. Employers' Liability:	\$500,000 policy limit
Bodily injury by accident:	\$100,000 each accident
Bodily injury by illness:	\$100,000 each employee

2. Commercial General Liability:

Combined single limit:	\$1,000,000 each occurrence
	\$2,000,000 annual aggregate

3. Comprehensive Automobile Liability:

(to include owned, non owned, and hired vehicles):

Combined single limit:	\$1,000,000 each occurrence
	\$2,000,000 annual aggregate

4. The Consultant shall furnish evidence by way of a certificate of insurance that he/she/it has obtained a professional services liability insurance policy, including environmental coverage, with One Million Dollars (\$1,000,000.00) minimum coverage per occurrence for negligence and errors and omissions. If any claims are made against its professional services liability insurance policy, the Consultant agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance shall remain in effect during the entire duration of this contract, including such additional time period as may be necessary to complete specific projects as hereinbefore set forth. The policy shall provide that it shall indemnify and save harmless the State and its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Consultant under the terms of this contract.

Each of the policies for such kinds of insurance mentioned above shall be issued by an insurance company or companies satisfactory to the DPW and shall contain a provision that coverages will not be changed, cancelled, or non-renewed until at least sixty (60) calendar days' prior written notice has been given to the DPW. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance.

Such insurance policies shall name the State as an additional insured, except that the State shall not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employers' liability insurance and to the coverage for professional services liability insurance. Certificates of insurance showing such coverages as required in this article shall be filed with the DPW prior to the time this contract is executed on behalf of the State. The certificates for commercial general liability insurance and automobile liability insurance shall also designate the State as an additional insured.

X. OWNERSHIP OF DOCUMENTS

It is mutually agreed and understood that all finished and unfinished documentation prepared pursuant to this contract shall become the exclusive property of the State, and that the State shall have the right to immediate possession and use thereof. The State agrees that all such documentation is not to be altered by others and is to be used only in conjunction with the project for which it was prepared unless written consent is obtained from the Consultant. Such consent will not be withheld provided the State agrees that upon any alterations of the Consultant's documents by others, or upon reuse of the documents for any other project, the Consultant will be relieved by the State of any and all responsibility arising out of such alterations or reuse in connection therewith. The provisions of this article shall survive the termination of this contract and shall thereafter remain in full force and effect.

XI. PROFESSIONAL STANDARDS

- A. The Consultant covenants and agrees to perform the services called for under this contract in accordance with the standards and practices of the Consultant's profession.
- B. The Consultant, at its expense, shall indemnify and hold harmless the State of Connecticut, its officers, agents, and employees from and against all claims, causes of action, legal proceedings, suits, losses, damages, and expenses initiated, suffered, or claimed to have been suffered by third parties not involved by contract in the project, but only to the extent that they arise out of, or result from, the negligence, errors, or omissions of the Consultant in the performance of this contract; provided, however, that the Consultant shall not be liable by reason of indemnification for any loss caused by the fault or negligence of the DPW or others who are not the responsibility of the Consultant.

XII. SUSPENSION OF THE WORK

- A. The State, at any time, may suspend all or any part of the services of the Consultant. In such event, the Consultant shall be given three (3) days' notice of such suspension in writing by registered or certified mail to the Consultant's address as given for correspondence purposes. The mailing of such notice shall preclude any claim on the part of the Consultant as to failure to receive notice of such suspension.
- B. In the event of suspension by the State as noted above, the Consultant shall be entitled to such compensation as the Commissioner shall deem reasonable.
- C. Should the State reactivate any assigned work covered by this contract, in whole or in part, within one year from the time the work was suspended, any fees paid to the Consultant pursuant to this contract shall be applied as payment on the fees for the work as set forth in this contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Consultant and the State may renegotiate the fees for the work based on current conditions or either may unilaterally elect to terminate the remaining work.
- D. In the event the State decides to suspend any work under this contract, the State shall become entitled, after payment of outstanding fees, to all finished and unfinished documents prepared pursuant to this contract.
- E. If the Consultant should be unwilling or unable to perform the services required by this contract at the time the State desires to reactivate the work after a period of suspension, then all finished or unfinished documents prepared pursuant to this contract shall become the property of the State and the State shall have the right to immediate possession and use thereof.

XIII. TERMINATION OF CONTRACT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may terminate the contract whenever he determines in his sole discretion that such termination is in the best interest of the

State. Any such termination shall be effective by delivery to the Engineer of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Consultant's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Consultant shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State.

- B. If the termination is for the convenience of the State, the Consultant shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- C. If the termination is for reason of failure of the Consultant to fulfill his contract obligations, the State may take over the work and prosecute the same to completion by contract or otherwise. In such event, the Consultant shall be liable to the State for any additional costs occasioned to the State thereby.
- D. If after notice of termination for failure of the Consultant to fulfill his contract obligations it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Consultant shall be entitled to reasonable compensation as provided in Section B of this article.
- E. If the Consultant is a sole proprietor and the Consultant should die during the term of this contract, this contract shall be considered terminated. In the event of such termination, the Consultant's estate shall be entitled to a reasonable payment for any uncompensated work performed to the date of death, and the State shall have title to, and shall have the right to immediate use and possession of, all finished and unfinished documents prepared under this contract. The Commissioner shall determine the amount of such payment.
- F. The rights and remedies of the parties provided in this article are in addition to any other rights and remedies provided by law or under this contract.

XIV. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES, EXECUTIVE ORDER NO. SEVENTEEN, EXECUTIVE ORDER NO. SIXTEEN, AND SEXUAL HARASSMENT POLICY

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Consultant." Section A of this article is inserted in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with Subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

- A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance, or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of Subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

- B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor

agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of Subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

- C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until this contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

- D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be cancelled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.
- F. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor

agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

XV. CONNECTICUT LAW

It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

XVI. APPROVAL BY STATE PROPERTIES REVIEW BOARD

As provided in Connecticut General Statutes 4b-23(i) and 4b-55(h), it is essential for the Consultant contracting with the Department of Public Works to understand that the approval of the State Properties Review Board must be granted before the Consultant's task can begin. By providing service without a properly executed task letter under this contract, the Consultant accepts the risk that payment will not be made by the State of Connecticut.

XVII. EFFECTIVE DATE

This contract shall become effective when it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut, an Associate Attorney General of the State of Connecticut, or an Assistant Attorney General of the State of Connecticut.

IN WITNESS WHEREOF, the State, acting herein by its Commissioner of the DPW, and the Consultant have executed this contract.

Attested by:

State of Connecticut

Witness

By: _____
T. R. Anson
Its Commissioner
of the Department of Public Works

Date signed: _____

Witness

Attested by:

By: _____

Its _____, Duly Authorized

Date signed: _____

Witness

Witness

Approved as to form:

Attorney General

Date signed: _____

For DPW use only:

SAAAS# _____ Req. # _____

VI. SAMPLE FORMAT FOR ETE AND FONSI DOCUMENTS

SAMPLE FORMAT
FOR
ENVIRONMENTAL IMPACT EVALUATION (EIE) DOCUMENTS
AND
FINDING OF NO SIGNIFICANT IMPACT (FONSI) DOCUMENTS

Cover/Title Page (See Cover Sample Format)

Document Name
Project Name
Contract Number
Project Number
Document Phase
Date
State Seal
Sponsor Agency
Participating Agency(ies)
Preparer

Table of Contents

List of Abbreviations

Executive Summary

Statement of Purpose & Need
Project Description
Alternatives Considered
Benefits & Impacts
Certificates, Permits, and Approvals
Public Involvement
Conclusion
Review Period and Comments: Written comments, addressed to: (name & address of sponsoring agency contact person), are invited and must be submitted no later than _____.
Distribution

I. Introduction

- A. Description of Action
- B. Purpose and Need
- C. Justification for the Action
- D. Major Assumptions

II. Alternatives Considered

- A. Alternative Actions
- B. Alternative Sites
- C. Alternative Design Concepts
- D. No Action Alternative

III. Existing Environment and Analysis of Impact*

- A. Air Quality
- B. Water Quality
- C. Noise
- D. Flora/fauna Habitats
- E. Geology and Soils
- F. Wetlands
- G. Hydrology (erosion & floodplains)
- H. Cultural Resources (historic, archeological, recreational)
- I. Aesthetic/visual Effects
- J. Solid Waste/Toxics (dump sites)
- K. Use/creation of pesticides, toxics, or hazardous material
- L. Public Utilities and Services
- M. Traffic and Parking
- N. Land Use (Zoning/municipal & regional development plans)
- O. Consistency
- P. Neighborhood/Housing
- Q. Public Health & Safety
- R. Energy (Use & Conservation)

* Each of the 17 topics listed above must include Existing Setting, Direct & Indirect Impact Analysis, and Cumulative Impact Analysis sub-topics. If a particular topic isn't pertinent or is effected in only a minor way, very briefly state that fact.

Example: III. A. Air Quality

- 1. Existing Setting
- 2. Direct Impact Analysis
- 3. Indirect Impact Analysis
- 4. Cumulative Impact Analysis

IV. Impact Evaluation

- A. Unavoidable Adverse Environmental Impacts
- B. Irreversible and Irretrievable Commitment of Resources
- C. Mitigating Measures
- D. Cost Benefit Analysis
- E. Certificates, Permits, Approvals

V. Conclusion

VI. Appendices

- A. Early Notification and Scoping Process
- B. Project Correspondence

CONNECTICUT ENVIRONMENTAL POLICY ACT
(CEPA)

<Environmental Assessment,
Finding of No Significant Impact,
or Environmental Impact Evaluation>

<Project Title>
< Address of Property >

INFRASTRUCTURE CONTRACT No. < BI-2B-____-__ > TASK No. < __ >

DPW PROJECT No. < BI-__-____-__ >

<Working Copy, Revised Working Copy, Draft>

< DATE >

< STATE SEAL >

SPONSOR AGENCY:

STATE OF CONNECTICUT
< AGENCY NAME >

PARTICIPATING AGENCY:

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

PREPARED BY:

< Firm Name >
< Firm Address >

VII. STANDARDS FOR CEPA DOCUMENTS

STANDARDS FOR CONNECTICUT ENVIRONMENTAL POLICY ACT (CEPA) DOCUMENTS

(environmental impact evaluations and findings of no significant impact)

1. The document must be clear, concise, and easily understood. If there is little or no impact for a given issue, the consultant shall state that fact as briefly as possible (in one sentence or paragraph). Unnecessary verbiage should be eliminated during the consultant's own proof reading efforts.
2. Documents shall be twelve point font size, Times New Roman font, letter quality type, on 8 1/2" x 11" white bond paper with one inch margins on both sides. Working copy, and revised working copy, ~~and documents shall be double-spaced and single-sided. Draft~~ documents shall be single-spaced and double sided. The point is to produce a quality document based on the content, not the number of pages.
3. The environmental consultant's name should appear on the title page as the preparer and may be listed once more in the introduction. The consultant's name is not to be referenced again within the document; the consultant's letterhead is not to be used for the document stationary; the consultant's name is not to appear on maps, figures, tables, etc. Maps, figures, tables, etc. not prepared by the consultant should list the preparer or the source. If a preparer or source is not noted, it is naturally assumed that the consultant was the preparer.

Other project consultants or the environmental consultant's subconsultants should be given credit once upon first mentioning their report, design, plan, etc. Thereafter, the subconsultant's work is referenced by the title of that work only. For example: "The Campus Master Plan, dated January 1997 and prepared by Smith and Jones Associates states..." Thereafter, the document would be referenced as "The Campus Master Plan states..."

Everyone responsible in any way for information contained within the document should be given due credit once. The document, however, is not to become an advertisement for any firm and should not be cluttered with information that distracts from the work itself.

4. Reference to individuals should be by their title, whenever possible, and not by their personal name. For example: "The Hartford City Planner stated..."
5. Table titles appear above the table. Figure titles appear below the figure.
6. The executive summary must be fully detailed and capable of standing alone, as it may be the only portion of the document read.
7. The document shall include a list of abbreviations used within the document.
8. Use some method, such as: dividers, separately numbered pages, and/or different colored paper, to make the appendices easier to use.
9. The cover page is to conform to the format attached to the Sample Format in section VI.
10. Provide the project number and the document type (working copy, revised working copy, or draft) in the lower right hand corner of every page (footer).

VIII. CEPA REVIEW REQUIREMENTS

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Connecticut Environmental Policy Act

Overview

Last modified: August 06, 2001

[Basis for Review](#) | [Description of Process](#) | [Process in Brief](#) | [Contact](#)

Purpose:

The purpose of the Connecticut Environmental Policy Act (CEPA) is to identify and evaluate the impacts of proposed state actions which may significantly affect the environment. This evaluation provides the decision maker with information necessary for deciding whether or not to proceed with the project.. The process also provides opportunity for public review and comment.

Basis For Review:

Sections 22a-1 through 22a-1h (see sections listed at the top of the page) of the General Statutes establish an environmental policy for Connecticut and a process for evaluating the environmental impacts of State agency actions. The process is further defined by Sec. 22a-1a-1 through 22a-1a-12 of the *Regulations of Connecticut State Agencies*. These regulations identify in detail the procedures for the preparation of a CEPA document by a sponsoring agency and review of that document.

Types of Projects Subject to Review:

A CEPA review is required for each state agency action supported with state, federal, or other funds that could have a major impact on the state's land, water, air or other environmental resources. A CEPA review does not apply to (1) emergency measures undertaken in response to an immediate threat to public health or safety and (2) activities in which state agency participation is administrative in nature, and involves no exercise of discretion.

Description of the Process:

An Environmental Assessment should begin as close as possible to the time an agency formulates a proposal to ensure that it can contribute substantively to the planning and decision-making process.

An agency proposing the project can solicit comments from other state agencies to determine whether there are any special issues or concerns regarding a project. This scoping process should be performed at a very early point in project planning to help ensure that it considers relevant environmental concerns in an adequate and timely manner.

Agencies proposing projects covered by CEPA requirements must adopt an "Environmental Classification Document" (ECD) which categorizes the type of actions they normally undertake. The ECD is used to help determine the type of environmental study needed for a particular proposed project.

There are two types of environmental documents provided for in CEPA, an Environmental Impact Evaluation (EIE) and a Finding of No Significant Impact (FONSI). EIEs examine in detail the environmental impacts of a proposed project. They describe reasonable alternatives and compare the impacts of the alternatives. A FONSI describes the environmental impacts of a proposed project that have been determined not to be significant through an Environmental Assessment. An EIE or FONSI is made available for review through publication of a Notice of Availability in the Connecticut Law Journal and local newspapers and circulation by the sponsoring agency to appropriate agencies. Any agency or person may comment on an EIE in writing during a forty-five day review period or sixty days if a proposed project is very complex. The review period for a FONSI is thirty days. Public hearings on an EIE or FONSI may be requested within ten days of the publication of the notice.

The Office of Policy and Management, while responsible for review and comment like other agencies, is given the additional responsibility of ultimately determining the adequacy of environmental documents and of the overall review process. The sponsoring agency submits all significant comments received, with appropriate responses, to OPM.. OPM then determines (in consultation with Dept. of Environmental Protection and the Council of Environmental Quality) whether the EIE is adequate or the FONSI is appropriate.

If the document is determined to be inadequate, OPM recommends changes. If found to be adequate, the sponsoring agency may proceed with the project.

Process in Brief:

State agencies consult their Environmental Classification Document (ECD) to determine whether a CEPA study of a proposed action is required, and, if so, what level of study (EIE or FONSI) is appropriate.

Environmental Impact Evaluation

Step 1. Sponsoring agency prepares an EIE for those proposed actions listed in the ECD that may have significant environmental impact.

Step 2. Sponsoring agency circulates an EIE (or if federal funds are involved, an Environmental Impact Statement prepared according to federal

regulations) to OPM, DEP, CEQ, the Historical Commission, other appropriate state agencies and the Town Clerk in the community where the action will occur. Sponsoring agency publishes notice in the Connecticut Law Journal and other publications of general circulation of availability of the EIE for review and comment.

Step 3. Any interested party may comment in writing to the sponsoring agency within 45 or 60 days depending on the complexity of the action.

Step 4. Sponsoring agency holds public hearing if desired or requested in accordance with statutes and regulations.

Step 5. Sponsoring agency reviews all comments received on an EIE and prepares a response to the substantive issues raised or modifies proposal. Sponsoring agency prepares Record of Decision.

Step 6. OPM reviews sponsoring agency's submittal of the EIE, all comments, sponsoring agency's response and any appropriate reports, supporting documentation regarding the process and the Record of Decision.

Step 7. OPM determines the adequacy of an EIE and of the process and advises the agency of the decision.

Finding of No Significant Impact

Step 1. Sponsoring agency prepares a FONSI based on reference to ECD and environmental assessment of the proposed action.

Step 2. Sponsoring agency circulates the FONSI to OPM, DEP, CEQ, the Historical Commission, other appropriate state agencies and Town Clerks in the community where the action will occur.

Publish notice with 30 comment period.

Step 3. Comments are made in writing to the sponsoring agency.

Step 4. Sponsoring agency holds public hearing if desired or requested in accordance with statutes and regulations.

Step 5. Sponsoring agency forwards all comments to OPM. If no dissenting comments are filed, sponsoring agency may proceed with implementation of proposed action.

Step 6. If one or more dissenting comments are filed, OPM consults with DEP, CEQ and sponsoring agency.

Step 7. OPM determines the appropriateness of the FONSI.

Step 8. If OPM determines that an EIE is needed, it is prepared and reviewed according to CEPA requirements.

For Further Information, Contact:

Jeff Smith, (860) 418-6395 ; Jeff.Smith@po.state.ct.us

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